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7 JAMES DOUGLAS,
8 Plaintiff,
9 v.
10 PEREZ,
11 Defendant.

Case No. [24-cv-03983-TSH](#)

**ORDER GRANTING MOTION TO
SUBSTITUTE COUNSEL**

Re: Dkt. No. 37

12
13 **I. INTRODUCTION**

14 Pending before the Court is Plaintiff James Douglas's Motion to Substitute Counsel. ECF
15 No. 37. Stanley Goff, Plaintiff's current counsel of record, has indicated he "does not oppose Mr.
16 Douglas's right to terminate his legal representation of him if that is what he wishes to do." ECF
17 No. 39. The Court finds this matter suitable for disposition without oral argument and **VACATES**
18 the April 24, 2025 hearing. *See* Civ. L.R. 7-1(b). For the reasons stated below, the Court
19 **GRANTS** the motion.

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21 **II. BACKGROUND**

22 Plaintiff, who is currently incarcerated, filed this 42 U.S.C. § 1983 case on July 1, 2024,
23 represented by Stanley Goff. ECF No. 1. Mr. Goff remains his attorney of record.

24 On December 6, 2024, the parties informed the Court that Mr. Goff would be unable to
25 participate in this case while he underwent rehabilitation for injuries. ECF No. 25. On February
26 25, 2025, Nicolette Glazer filed a form motion to substitute in as Plaintiff's attorney, indicating
27 that Mr. Goff was notified but had not responded. ECF No. 28. Mr. Goff subsequently filed a
28 response, stating he is "fully able to participate in this case" and that he had not been given any
direct notice from Plaintiff that he retained Ms. Glazer to substitute in as his counsel. ECF No. 32.

1 As Ms. Glazer's motion did not comply with Civil Local Rule 7, the Court denied it without
2 prejudice.

3 Plaintiff filed the present motion on March 13, 2025, stating he is “[u]nsatisfied with Mr.
4 Goff's representation.” Mot. at 3. Plaintiff states Ms. Glazer requested a copy of the client file on
5 February 23, but Mr. Goff responded two days later to “notify” her that Plaintiff's spouse had
6 signed a retention agreement containing a lien and stated that he would send “what he has” by
7 February 28. Glazer Decl. ¶ 6, ECF No. 37. Ms. Glazer has not received the client file. *Id.* ¶ 7.

8 As part of his motion, Plaintiff included a signed confirmation in which he states: “I James
9 Douglas, confirm that I no longer desire to be represented by Mr. Stanley Goff because of his
10 failure to communicate, to respond to my inquiries, and to represent me with care. I have retained
11 Nicolette Glazer to continue my representation.” Glazer Decl., Ex. 3.

12 In his response, Mr. Goff states he had not been given any direct notice from Plaintiff that
13 he retained Ms. Glazer to substitute in as his counsel. He states he “observed for the first time, a
14 document produced by Ms. Glazer as exhibit 3 on March 13, 2025, which appears to be a signed
15 notice from Plaintiff, indicating that he has terminated Stanley Goff's legal representation of him.”

16 III. LEGAL STANDARD

17 “The replacement of one firm by another as counsel for a party is governed by Civil L.R.
18 11-5 and requires an order of the Court.” Civ. L. R. 5-1(c)(2)(E). Thus, although Rule 11-5 refers
19 to counsel's withdrawal from a case, the same provisions apply for substitutions of counsel.

20 In this District, the conduct of counsel “is governed by the standards of professional
21 conduct required of members of the State Bar of California.” *Cal. Native Plant Soc. v. E.P.A.*,
22 2008 WL 4911162, *1 (N.D. Cal. Nov. 14, 2008). California recognizes that “a client's power to
23 discharge an attorney, with or without cause, 'is absolute.'” *Fed. Sav. & Loan Ins. Corp. v.*
24 *Angell, Holmes & Lea*, 838 F.2d 395, 395 (9th Cir. 1988) (quoting *Fracasse v. Brent*, 6 Cal. 3d
25 784, 790 (1972)). “Such a discharge does not constitute a breach of contract for the reason that it
26 is a basic term of the contract, implied by law into it by reason of the special relationship between
27 the contracting parties, that the client may terminate that contract at will. It would be anomalous
28 and unjust to hold the client liable in damages for exercising that basic implied right.” *Fracasse*, 6

1 Cal. 3d at 791. Thus, a discharged attorney is limited to a claim against their client for recovery in
2 quantum meruit for the reasonable value of the services rendered. *Id.* at 792

3 IV. DISCUSSION

4 Plaintiff has stated he no longer desires to be represented by Mr. Goff. As Plaintiff's
5 power to discharge him is absolute, the Court's inquiry ends there. *See Optrics Inc. v. Barracuda*
6 *Networks Inc.*, 2020 WL 1815690, at *2 (N.D. Cal. Feb. 28, 2020) (noting that a party's right to
7 discharge their attorney is absolute and that "the analysis begins and ends with the fact that this is
8 a client-driven decision."); *Red v. The Kroger Co.*, 2010 WL 4403086, at *1 (C.D. Cal. Sept. 2,
9 2010) (granting motion to terminate counsel, despite the fact that counsel "vigorously opposes its
10 termination," because "a client's power to discharge an attorney, with or without cause, 'is
11 absolute.'") (quoting *Fed. Savings & Loan Ins. Corp.*, 838 F.2d at 395). As the California
12 Supreme Court has stated:

13 The interest of the client in the successful prosecution or defense of
14 the action is superior to that of the attorney, and he has the right to
15 employ such attorney as will in his opinion best subserve his interest.
16 The relation between them is such that the client is justified in seeking
17 to dissolve that relation whenever he ceases to have absolute
18 confidence in either the integrity or the judgment or the capacity of
19 the attorney.... [A] client should have both the power and the right at
any time to discharge his attorney with or without cause.

20 *Fracasse*, 6 Cal. 3d at 790. This authority leaves little room for doubt that Plaintiff's desire to
21 proceed through different counsel must be given effect.

22 To the extent Mr. Goff may be entitled to fees (and the Court makes no such ruling here),
23 he may bring a claim against Plaintiff for recovery under quantum meruit. *See Fracasse*, 6 Cal. 3d
24 at 791-92. In *Fracasse*, the California Supreme Court held that an attorney retained under a
25 contingent fee agreement and then discharged with or without cause is to be compensated in the
26 amount of the reasonable value of her services rendered to the time of discharge. The Court also
27 noted: "To the extent that such a discharge is followed by the retention of another attorney, the
28 client will, in any event be required, out of any recovery, to pay the former attorney for the
reasonable value of his services. Such payment, in addition to the fee charged by the second
attorney, should certainly operate as a self-limiting factor on the number of attorneys so

1 discharged.” *Id.* at 791. The Court stated its ruling “preserve [s] the client’s right to discharge his
2 attorney without undue restriction, and yet acknowledge[s] the attorney’s right to fair
3 compensation for work performed.” *Id.*; *see also Madirossian & Assoc., Inc. v. Ersoff*, 153 Cal.
4 App. 4th 257, 272 (2007) (“It is well settled that a contingency fee lawyer discharged prior to
5 settlement may recover in quantum meruit for the reasonable value of services rendered up to the
6 time of discharge.”); *Di Loreto v. O’Neill*, 1 Cal. App. 4th 149, 156–57 (1991) (“[Where] the
7 contingent fee is insufficient to meet the quantum meruit claims of both discharged and existing
8 counsel, the proper application of the *Fracasse* rule is to use an appropriate pro rata formula which
9 distributes the contingent fee among all discharged and existing attorneys in proportion to the time
10 spent on the case by each. Such a formula insures that each attorney is compensated in accordance
11 with work performed, as contemplated by *Fracasse*, while assuring that the client will not be
12 forced to make a double payment of fees.”); *Marez v. Bassett*, 2011 WL 13213631, at *1 (C.D.
13 Cal. Dec. 28, 2011) (finding former counsel was entitled to claim fees under the theory of
14 quantum meruit, based on *Fracasse*).

15 **V. CONCLUSION**

16 For the reasons stated above, the Court **GRANTS** Plaintiff’s motion to substitute counsel.
17 The Clerk of Court is directed to remove Stanley Goff as counsel of record for Plaintiff James
18 Douglas and to substitute Nicolette Glazer as Plaintiff’s attorney of record. Pursuant to California
19 Rule of Professional Conduct 1.16(e)(1), Mr. Goff shall promptly release to Plaintiff “all client
20 materials and property.”

21 **IT IS SO ORDERED.**

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23 Dated: March 31, 2025

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26 THOMAS S. HIXSON
27 United States Magistrate Judge
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